

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

**BELTEX CORPORATION d/b/a
FRONTIER MEATS,**

Plaintiff,

v.

**ROBERT HEATH TRUCKING, INC.
and ROBERT HEATH LOGISTICS, INC.,**

Defendants.

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CIVIL ACTION NO. 4:19-cv-00133

ROBERT HEATH TRUCKING, INC.'S THIRD PARTY COMPLAINT

Defendant and Third Party Plaintiff Robert Heath Trucking, Inc. (hereinafter referred to as “Third Party Plaintiff” or “RH Trucking”) for its Third Party Complaint against Legal Freightlines, LLC (hereinafter referred to as “Legal Freightlines” or “Third Party Defendant”) states as follows:

I. PARTIES

1. Third Party Plaintiff RH Trucking is a Texas corporation doing business in Texas and has appeared herein through its counsel.

2. Third Party Defendant Legal Freightlines, Inc. is a citizen and resident of California with its principal place of business in Union City, California, which may be served herein by serving its registered FMCSA agent in Texas, All States Truck Permits, 128 East 5th Street, Hereford Texas, 79045.

II. JURISDICTION AND VENUE

3. Third Party Defendant entered into a contract with Robert Heath Logistics, Inc. (“RH Logistics”) to provide transportation services to RH Logistics’ customers. Third Party

Defendant picked up the shipment made the basis of this action in Fort Worth, Texas, and eventually transported the shipment to California. Third Party Defendant's purposeful actions in Texas are the source of both Plaintiff's and RH Trucking' claims in this litigation. Upon information and belief, Third Party Defendant has continuously and frequently provided transportation services for interstate shipments moving in and out of the State of Texas.

4. Venue is proper in this District and Division because the shipment made the basis of this case, and for which Third Party Defendant provided interstate transportation services, originated in this District and Division.

III. FACTUAL BACKGROUND

5. On or about August 31, 2016, RH Logistics as broker and Third Party Defendant as motor carrier, entered into a Contract for Transportation Services ("Broker Carrier Contract"). In the Broker Carrier Contract, Third Party Defendant agreed to carry and keep in full force at all times cargo insurance to fully cover the shipments brokered by RH Logistics to Third Party Defendant.

6. On or about May 2, 2018, RH Logistics transmitted a Carrier Confirmation to Third Party Defendant. The Carrier Confirmation directed Third Party Defendant to pick up a shipment of meat from Plaintiff Frontier Meats on May 2, 2018, and deliver the shipment to three locations in California on May 4, 2018 (the "Shipment"). Third Party Defendant accepted the Shipment for transportation to California.

7. At no time did RH Trucking accept possession, custody or control of the Shipment. At no time did RH Trucking agreed to transport the Shipment. At no time did RH Trucking act as the motor carrier for the Shipment. As such, RH Trucking has no liability to

Plaintiff Frontier Meats for the Shipment. Third Party Plaintiff has denied Plaintiff Frontier Meats' claims. [Dkt. #4]

8. RH Trucking has been sued in this action arising from the transportation of the Shipment picked up and transported by Third Party Defendant. Because RH Trucking was not the broker or the motor carrier for the Shipment, any loss or damage to the Shipment is the sole responsibility of Third Party Defendant, not RH Trucking. Third Party Plaintiff has presented this action to Third Party Defendant for defense and indemnity under the Broker Carrier Contract, but Third Party Defendant has not assumed RH Trucking's defense or agreed to indemnify RH Trucking.

9. Third Party Defendant has communicated to RH Trucking that Third Party Defendant did not have insurance coverage for transportation of the Shipment.

10. All conditions precedent to assertion of this Third Party Claim have been performed.

IV. CLAIMS FOR RELIEF

11. **Carmack Amendment.** RH Trucking restates and incorporates the foregoing.

12. In the event that RH Trucking is required to pay any amount for damage to the Shipment and acquires any right of the owner of the goods to recover for said damage, Third Party Defendant is liable to RH Trucking pursuant to the Carmack Amendment, 49 USC 14706.

13. **Carmack Amendment Apportionment.** RH Trucking restates and incorporates the foregoing.

14. In the event that RH Trucking is found to be a carrier of the freight, which is denied, Third Party Defendant is liable to RH Trucking for all amounts it is required to pay for

damage to the freight as well as its attorney's fees expended in this matter pursuant to 49 USC 14706(b).

15. **Contribution.** RH Trucking restates and incorporates the foregoing.

16. Third Party Defendant had a duty to deliver the Shipment pursuant to the Carrier Confirmation and pursuant to its duties as an interstate motor carrier. Third Party Defendant breached these duties in transporting the Shipment. RH Trucking has been damaged by Third Party Defendant's breach of its duties to the extent that Plaintiff recovers any damages from RH Trucking arising from loss or damage to the Shipment. RH Trucking sues Third Party Defendant for said damages.

WHEREFORE, for the reasons stated herein, Third Party Plaintiff RH Trucking respectfully requests that summons be issued for Third Party Defendant Legal Freightlines, LLC, and that upon hearing, the Court award Third Party Plaintiff damages in an amount not less than any damages awarded to Plaintiff Frontier Meats against Third Party Plaintiff, all reasonable and necessary attorney's fees and expenses incurred by Third Party Plaintiff in defending this action, costs of court, together with such other and further relief to which Third Party Plaintiff may demonstrate itself justly entitled.

Respectfully submitted,

/s/ Vic H. Henry

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**ATTORNEYS FOR THIRD PARTY
PLAINTIFF ROBERT HEATH TRUCKING,
INC.**

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of February, 2019, a true and correct copy of the foregoing was served via electronic service via the Court's electronic filing system on counsel of record.

/s/ Vic H. Henry

Vic H. Henry